

Welcome to Verizon



VERIZON FiOS TV TERMS OF SERVICE

THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF VERIZON FiOS TV AND YOUR RELATIONSHIP WITH VERIZON AND ITS AFFILIATES. YOU SHOULD READ THEM CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE AND YOU MUST TERMINATE YOUR SERVICE IMMEDIATELY.

1. **TERMS OF SERVICE.** These Terms of Service set forth the terms and conditions under which you the subscriber ("you," "your" or "Subscriber") agree to use Verizon FiOS TV the "Service" and under which Verizon or its affiliates* ("Verizon," "us" or "we") agrees to provide such service to you.

Acceptance. You are deemed to have accepted the terms and conditions herein upon the earlier of: (a) submission of your order; (b) the completion of the installation of the Service at your premises; or (c) your use of the Service. If you do not accept these terms, please notify us immediately by calling customer service at **1-888-553-1555** and we will cancel your service immediately. Upon Acceptance, the terms and conditions in this Terms of Service will be legally binding on you and any other users of the Service within your premises.

The Terms of Service are made up of the terms below, plus our Privacy Policy, and the other policies and materials specifically referred to herein, all of which are incorporated herein by reference. Please retain a copy of these Terms of Service for your records.

Contacting Verizon. You may contact us by calling **1-888-553-1555**. You may also visit us at our Web site: www.verizon.com.

2. **DEFINITIONS.** The term "Service" means Verizon's FiOS TV as more fully described in Section 3 below, including, without limitation, all equipment, software, technical support, and other features, products and services provided by Verizon as part of and included with our television service. The Service may also be referred to as "FiOS TV." The term "Equipment" shall include, without limitation, the Set Top Box, along with any software contained in or downloaded to the Set Top Box provided by Verizon as part of the Service, as well as any remote controls or other devices or components provided by Verizon Internet Services Inc., Verizon and/or any Affiliates* to you for your use with the Service. The term Equipment shall also include the router provided to you by Verizon ("Router"). The term "Premises" refers to the dwelling unit in which the Service has been installed.

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FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE.

(f) **Digital Video Recorder ("DVR") Service.** Verizon Internet Services Inc. and/or its Affiliates offer customers the ability to subscribe to and use its DVR service ("DVR Service"). The DVR Service, among other things, allows you to record televised programs, images, photographs, audio and music ("Recorded Content") onto a hard drive for viewing at a later time. Verizon does not guarantee the access to or recording of any particular program or other content, or the length of time any particular recorded program or other content will remain available to you for viewing. You acknowledge and understand that the Recorded Content is the copyrighted material of the supplier, artist or other third party(ies) and is protected by applicable federal and state law. Recorded Content may not be reproduced, published, broadcast, copied, re-broadcast or redistributed without the express written consent of the supplier or other owner of the content, except as permitted by law. With respect to the Recorded Content and the use of such material by you or anyone in your Premises, **YOU AGREE THAT VERIZON, VERIZON INTERNET SERVICES INC. AND/OR ANY AFFILIATES WILL HAVE NO LIABILITY FOR ANY VIOLATION OF APPLICABLE LAW, AND YOU AGREE TO INDEMNIFY US FOR ANY SUCH VIOLATION (SEE SECTION 13 BELOW).** We may, at any time and without notice, add, remove or otherwise modify the features available on our DVR Service, and you are free to cancel the DVR Service at any time if you do not agree to such changes.

4. AUTHORIZED USER; PREMISES; REFUSAL OF SERVICE.

(a) You acknowledge that you are eighteen (18) years of age or older, and you affirm that the information you supply to us is correct and complete. You understand that Verizon relies on the information you supply and that providing false or incorrect information may result in delays, suspension or termination of the Service. You agree to notify Verizon immediately whenever your personal or billing information changes (including, for example, your name, address, credit card and telephone number).

(b) You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, upgrading and/or removing the Service (including any Equipment).

(c) You acknowledge and agree that you are either an owner of, or legal tenant in, the Premises, and as such have the right to allow us and our representatives to enter and make modifications to the Premises in connection with the delivery of the Service.

(d) We reserve the right, in our sole discretion, to refuse to provide the Service to any person for any reason.

5. **PERSONAL DATA AND PRIVACY POLICY.** We may collect personally identifiable information about our customers who receive the Service, as well as monitor the performance and use of the Service ("Personal Information"). Verizon will treat your Personal Information in accordance with our current Privacy Policy, which is subject to change from time to time. A copy of the Privacy Policy is available by calling **1-888-553-1555** or you can obtain a copy at www22.verizon.com/privacy. The Privacy Policy may be amended from time to time. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of your Personal Information, as well as to our monitoring your usage of the Service.

6. **REVISIONS TO THESE TERMS.** We reserve the right to change the terms on which we offer the Service (including our prices) from time to time, as we believe appropriate. Increases to the monthly price of the Service shall be effective thirty (30) days or as otherwise required after notice is given or such other time as required by law. Changes to programming packages, the selections available in those packages, and any other features and services that we offer may be done with or without prior notice as set out in Section 3(c). All other changes to these Terms of Service will be effective upon posting to our Web site or will be sent to you in accordance with Paragraph 14 below. You may cancel your Service at any time if you do not agree to any change in the pricing or other material terms of these Terms of Service. By continuing to use the Service after a revision, you accept the revision and agree to abide by it. Changes to these Terms of Service will be effective upon posting or at such other time as may be required by applicable law.

7. **REFUNDABLE DEPOSIT.** We may require that you provide us with a refundable deposit, and any such deposit will be specified in your work order ("Customer Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due hereunder. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.

8. MAINTENANCE AND OWNERSHIP OF EQUIPMENT; SERVICE CALLS.

(a) You acknowledge and agree that, except with respect to the Router, at all times ownership of the Equipment shall remain with Verizon Internet Services Inc. and/or its Affiliates and that these Terms of Service allow you to use Equipment owned or provided by Verizon Internet Services Inc., Verizon and/or any Affiliates only in connection with your receipt and use of the Service. We may, at our option, supply new or reconditioned Equipment to you. We will repair and maintain the Equipment owned by us, as well as the

*See Exhibit A for the specific Verizon company that is providing service and the specific Internet Service company that is providing Equipment.

3. VERIZON FiOS TV.

(a) **Choices in Programming.** We offer an exciting variety of programming options and interactive television features, such as Video On Demand. Each programming package, feature and option has its own prices and terms. More information about these packages, options and features is available by calling **1-888-553-1555**. The applicable rates and terms are incorporated herein. Some services, options and features may not be available to all subscribers in all areas, may require the purchase of a minimum level of programming, or may require certain additional Equipment at an additional cost.

(b) **Changes in your Programming Selections.** You may change your programming selections at any time by notifying us at the telephone number listed in Section 1.

(c) **Our Programming Changes.** We reserve the right to change, re-arrange, add, delete or otherwise modify our programming packages, the selections available in those packages, and any other features and services that we offer, at any time, with or without prior notice to you. You may cancel your Service at any time if you do not agree to any change(s) to your Service by calling us at the telephone number listed in Section 1. If you do not cancel the Service within thirty (30) days following a programming or other change in the Service, your continued receipt of the Service will constitute your acceptance of the change(s).

(d) **Equipment.** Equipment will be provided by Verizon Internet Services Inc. and/or its Affiliates, subject to the provisions of these Terms of Service. Verizon does not warrant or guarantee that the Service will work correctly if Subscriber uses equipment other than the Equipment provided by Verizon Internet Services Inc. and/or its Affiliates. Verizon will not support or maintain Service if Subscriber uses Equipment other than the Equipment provided by Verizon Internet Services Inc. and/or its Affiliates and assumes no responsibility for the operation of the Service if Equipment other than the Equipment provided by Verizon Internet Services Inc. and/or its Affiliates is used.

(e) Service Restrictions.

(i) You agree to use the Service only for your private non-commercial use and enjoyment within the Premises. Unless otherwise specifically authorized by us in writing, the programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast, transmit or perform the programming, charge admission for its viewing, or transmit or distribute running

Router, at our expense, unless such repair or maintenance is made necessary due to your misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that the Equipment will not be serviced by anyone other than Verizon employees or its designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, that you will not copy, modify, reverse compile or reverse engineer any software provided by Verizon, Verizon Internet Services Inc. or any of their Affiliates in connection with the Service, and that you will treat such software as confidential. Upon termination of the Service or if the occupancy or ownership of the Premises changes, you are responsible for returning the Equipment owned by Verizon to us in an undamaged condition, subject only to reasonable wear and tear, within thirty (30) days of termination of the Service or upon request by a Verizon representative, whichever occurs first. In most cases, a Verizon representative will make arrangements with you to retrieve the Equipment. Failure to return any Equipment owned by Verizon, or returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee that may be substantial. The charges for damaged and unreturned Equipment are reflected on the rate card provided with your fulfillment kit.

(b) In the event that the Equipment owned by Verizon is stolen, you are required to provide us with a copy of the police report to verify that the Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.

(c) After completion of the installation of the Service, you will not be charged for any subsequent repair or maintenance if the Equipment problem is related to the Service or the Equipment owned by Verizon, so long as the problem was not caused by your misuse of the Service or your misuse, abuse or intentional damage to the Equipment; provided, however, that you may be charged for a service call that results from a problem related to the wiring inside the Premises, to install additional television outlets or to connect or reconnect the Service to additional customer-owned electronics equipment (such as a new home theater audio receiver).

(d) We are not responsible for problems with the operation of your television or television-related equipment. We do not service television receivers or any other television-related equipment or end-devices (such as VCRs, home antennas, other cable-compatible equipment, surround sound speakers or receivers or gaming consoles) not owned by us, even if such devices are attached to the cable or Equipment.

9. BLACKOUTS; SERVICE PREEMPTION; INTERRUPTION.

(a) **Blackouts and Service Preemption.** Certain programming offered on the Service,

accounts of it. You may not take any actions to avoid any security or access controls associated with the Service or Equipment.

(ii) You agree not to use the Equipment or the Service, directly or indirectly, for any unlawful purpose, including without limitation, violation of the copyright laws through the unlawful use, production, copying or re-distribution of any video or photographic images, audio or music distributed as part of the Service. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We in our sole discretion, or any programming content provider, may prosecute you and other responsible parties under the rules and regulations of the Federal Communications Commission ("FCC") and other applicable federal, state and local laws in the event that the Service or the Equipment is used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using your Service.

(iii) You understand and agree that not all programming offered or provided with the Service may be suitable for all viewers, and users of the Service within the Premises may have access to programming and information that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate, and you agree to supervise usage of the Service in the Premises. We strongly encourage you to utilize the technological features of your television set (such as the V-Chip) and the features of the Service, such as parental controls (e.g., channel blocks, and pay-per-view and VOD purchase limitations), to limit viewing and access to potentially objectionable material.

(iv) You understand that certain advanced features of the Service, such as FiOS TV Interactive Programming Guide, Pay-Per-View (PPV), Video-on-Demand (VOD) and Parental Controls are not provided through the one-way CableCARD Equipment that may be provided by Verizon as part of the Service. A Set Top Box is required to access these advanced Service features.

(v) **Waiver of Liability. YOU AGREE THAT WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING CONTENT OR INFORMATION PROVIDED ON THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT OR THE VIEWING OF OUR PROGRAMMING. IN ADDITION, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE**

including select sporting events, may be blacked out in your local area. Blackout restrictions are set by the sports leagues and the other entities that own the local broadcast rights, and circumvention or attempts to circumvent any of these blackouts may subject you to legal action and/or liability. In addition, you acknowledge and agree that we have the right at any time, without notice, to preempt specific programs or services advertised as available and to determine what substitute programming or services, if any, shall be provided to you. We shall not be liable to you for the failure to deliver any programming or services, except as required by applicable law.

(b) **Service Interruption; Force Majeure.** We shall not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss or interruption of service, directly or indirectly caused by or resulting from, any circumstances beyond our control, including, without limitation, causes attributable to you or your property, inability to obtain access to the Premises, failure of any television signal at the headend or central office, failure of a communications satellite or our network, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood, lightning, earthquake, hurricane, wind, ice, extreme weather conditions or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service (such events or occurrences, an event of "Force Majeure"). In the event of an interruption of Service, we will use reasonable efforts to repair such problem as soon as practicable after commencement of the interruption, but in no event shall we be liable to you for any loss or damages or inconvenience caused by such loss or interruption of service, unless otherwise stated herein or required by applicable law.

10. EFFECTIVE DATE; TERMINATION; VOLUNTARY SERVICE SUSPENSION.

(a) **Effective Date of Billing.** Billing for the Service will begin automatically upon installation of the Service and continue until the Service is cancelled by you or by us in accordance with these Terms of Service.

(b) **Termination of Service.** You or Verizon may terminate the Service at any time and for any reason. Termination by you will be effective upon your notice to Verizon. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. Additionally, within thirty (30) days of the termination, you agree to return all Equipment owned and/or provided by Verizon Internet Services Inc. and/or any Affiliates; failure to do so may result in a replacement equipment charge that may be substantial. With respect to the Router only, if your Service is terminated for any reason prior to the first twelve (12) months of Service, you will be required to return the Router to us and failure to do so will result in an Equipment charge. We will provide you with a pre-paid mailing

label and instructions for the return of the Router. After twelve months of Service you may keep the Router if your Service terminates. Termination by Verizon shall be effective upon notice to you by Verizon. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and Equipment fees accrued through the date of termination.

(c) Reconnection After Termination or Suspension. Verizon, in its sole discretion, may refuse to accept your request or application for Service following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit if the Service is reactivated.

(d) Voluntary Service Suspension — Seasonal Only. You may be able to suspend your account for seasonal/vacation purposes. A minimum suspension of one (1) month and a maximum of six (6) months is required to take advantage of this option. Programming will be suspended during this time, along with all applicable monthly recurring charges. A suspension fee is charged at the time of suspension, and your account must be in good standing and not have any outstanding balances in order to suspend or reconnect the Service.

11. PRICING AND PAYMENT. In consideration for your receipt of the Service and use of any Equipment, you agree to pay us as follows:

(a) Service. Regular Service and Equipment charges are billed each month in advance. Thus, you agree to pay us in advance, at our rates in effect at the time, through all periods until the Service is terminated. Other transactional charges, such as for video-on-demand services, are billed after the applicable service or feature has been ordered or provided to you. You agree to pay all applicable charges for the Service and Equipment by the due date set forth in your monthly invoice. Rates for the Service and other charges may be changed by us at any time, subject to applicable law. We agree to furnish to you at any time, upon request by calling **1-888-553-1555**, a list of our current rates and charges. Your invoice may also contain certain other charges (including, without limitation, installation charges, surcharges, reactivation fees, customized setup fees, interest on past due balances, returned payment fees and other nonrecurring charges) and you agree to pay such other charges by the due date set forth in your invoice. The waiver of any fees or charges lies solely in the discretion of Verizon.

(b) Taxes. You agree to pay all taxes and other governmental fees and charges, if any, which are assessed based on your receipt of the Service.

(c) Late Fees. If we do not receive your full and complete payment by the due date, we

may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. If your charges are billed by your Verizon local carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. If your charges are not billed by your Verizon local carrier, the late fee will be the lesser of one and one-half percent (1.5%) per month, or the highest rate permitted by law. In the event Verizon utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including reasonable attorneys' fees and costs. In addition to any late fees as provided for in this Section 11(c), if you fail to pay your invoice by the due date, we may then suspend or terminate the Service. If the Service is disconnected, you may be required to pay a reconnection fee and provide us with a deposit, in addition to paying all past due charges, before the Service is reconnected.

(d) Telephone Charges. You are responsible for any local, toll, or long distance charges incurred in connection with your use of the Service.

(e) Other Fees. We may also charge certain additional fees that arise only in specific circumstances. This list is not exclusive, and we reserve the right to modify these fees or charge additional fees. Our current list of prices and fees is available by calling **1-888-553-1555**. Accordingly, you may be subject to the following additional charges:

(i) Account Activation and Installation Fee. We may charge you an account activation and/or installation fee. In some cases, there may be an additional or special installation charge in cases of complex installation or installation otherwise requiring special customization unique to the customer and not generally required. You will be notified of the applicable charge prior to the technician's commencement of the installation.

(ii) Customer Deposits. We may require that you provide us with a Customer Deposit prior to or upon the activation or reactivation of your Service, which we may apply against any unpaid amounts at any time. Customer deposits will appear on your bills as credits, from which we will deduct our charges. Customer deposits will not earn interest, unless otherwise required by applicable law.

(iii) Returned Payment Fee. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law.

(f) Statements. We will send you a statement for each billing cycle (usually once every 30 days). Statements will show, among other things: (1) payments, credits, purchases, and any other charges to your account, (2) the amount you owe us, and (3) the payment due date.

(g) Questions About Your Statement. If you think your statement is incorrect or if you

need more information about it, please contact us as set forth in Section 1 above. We will respond to you and try to resolve any complaints you have as promptly as we can. If you write to us or send us an e-mail, please be sure to include your name and account number and a detailed description of the problem or your question, but please do not include correspondence with your payment. In order for us to investigate the problem, you must contact us within 60 days of the date you receive the statement in question. **UNDISPUTED PORTIONS OF THE STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE INTERRUPTION OR DEACTIVATION OF THE SERVICE.**

(h) Payments. Except as otherwise permitted under applicable law, you agree that you will pay your statements by check, credit or debit card, electronic funds transfer payments or such other payment method as Verizon may designate. The outstanding balance is due in full each month.

(i) Consents Regarding Credit. In order to establish an account with, and obtain the Service from, us you hereby authorize Verizon or its affiliates to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies.

12. LIMITATIONS ON VERIZON'S RESPONSIBILITY.

(a) Service Interruptions. The Service may be interrupted or preempted from time to time for a variety of reasons, and Verizon and Verizon Internet Services Inc. and/or any Affiliates do not represent or warrant that the Service or the Equipment will be available or perform in a manner that meets your needs. In addition, we are not responsible for any interruptions of the Service that occur due to acts of Force Majeure or any other cause beyond our control. However, because we value you as our customer, we will provide the following credit for an interruption of the Service for a significant length of time:

A credit will be provided when all of your channels are out of service for a period of sixty (60) minutes or more. The credit will be calculated as a proportionate amount of your current monthly bill. In order to qualify for this credit, you must promptly report the outage to us.

THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE.

(b) Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR THE EQUIPMENT. ALL SUCH WARRANTIES OR

REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARE DISCLAIMED. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY, AND USE OF VERIZON TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

(c) Limitations of Liability.

(i) IN NO EVENT SHALL VERIZON, VERIZON INTERNET SERVICES INC. OR ANY VERIZON AFFILIATES (OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARENT, OR SUBSIDIARIES), OR VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF THE EQUIPMENT OR THE SERVICE, WHETHER BASED ON NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES. REGARDLESS OF THE CAUSE, OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE THREE (3)-MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS.

(ii) ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH VERIZON, VERIZON INTERNET SERVICES INC. (AND THEIR OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) ARE COLLECTIVELY RESPONSIBLE.

(iii) THE REMEDIES EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS AND THE LAWS OF YOUR STATE), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

(d) Warranty Services. Unless otherwise stated herein, you agree that these Terms of Service do not provide for, and the Service does not include, any warranty or other services that we might provide separately, including, without limitation, any fee-based or other warranty programs. If Equipment owned by us fails for any reason other than

as a result of misuse, we will replace it free of charge.

13. YOUR LIABILITY; INDEMNIFICATION.

(a) Verizon, Verizon Internet Services Inc. and/or any Affiliates reserve the right to pursue any and all legal and equitable claims against you pertaining to your use or misuse of the Service, the Equipment or for your violation of these Terms of Service including any policies relating to the Service.

(b) You agree to defend, indemnify and hold harmless Verizon and Verizon Internet Services Inc. (and their officers, directors, employees, parent, subsidiaries or affiliates) from and against all liabilities, costs and expenses, including reasonable attorneys' fees and costs, related to or arising from: (i) your use or misuse of the Service and the Equipment (including such use by anyone in your Premises); (ii) breach of any provision herein; (iii) violation of applicable laws by you (or anyone on your Premises using the Service or Equipment), including, without limitation, infringement of copyrights or other proprietary rights; and (iv) negligent acts, errors, or omissions by you (or anyone on your Premises).

14. NOTICES. Notices required under these Terms of Service shall be provided by you by contacting us as set forth in Section 1 above. Notices by Verizon to you shall be deemed given: (a) when sent by e-mail to your last-known e-mail address according to our records; (b) when delivered over the cable system; (c) when deposited in the United States mail addressed to you at your last-known address; or (d) when hand delivered to your home, as applicable. Mailed notices may also be included in our billing statements to you.

15. GENERAL PROVISIONS.

(a) Survival. All obligations of the parties under these Terms of Service, which, by their nature, would continue beyond the termination of the Service shall survive such termination.

(b) Assignment. You agree not to assign or otherwise transfer these Terms of Service in whole or in part, including your rights or obligations under them. Any attempt to do so shall be invalid. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises immediately upon such transfer of ownership or change in occupancy. We may assign all or any part of these Terms of Service for any purpose without notice to you and you agree to make all subsequent payments as directed in your billing statement unless notified otherwise. You hereby consent to

such assignment.

(c) Applicable Law. You and Verizon agree that the substantive laws of the state and local area in which your Premises is located (the "Service Jurisdiction"), without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of these Terms of Service. **YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN THE SERVICE JURISDICTION FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE OR TO THE SERVICE.** Except as otherwise required by law, including the Service Jurisdiction laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever waived.

(d) Waiver. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this document in any instance shall not be construed to be a waiver of such terms in the future. If any provision of these Terms of Service is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

(e) Entire Agreement. These Terms of Service, including any attachments that are fully incorporated into these Terms of Service by reference, constitute the entire agreement between you and Verizon with respect to the subject matter hereto and supersede any and all prior or contemporaneous agreements whether written or oral. Any changes by you to these Terms of Service, or any additional or different terms in your purchase or work order, acknowledgements or other documents, written or electronic, are void. No salesperson, technician or other representative is authorized to supplement or change the terms of these Terms of Service. In no event shall these Terms of Service or any other agreement with us be modified orally.

(f) Complaint and Customer Assurance. To assure you the finest service possible, please review the ways you can resolve any concerns regarding customer service, billing, or service quality. If you experience a service interruption, please contact your customer care number at **1-888-553-1555** as soon as possible. Verizon is confident

we can resolve any question you may have with our service in a convenient and timely manner by calling us at **1-888-553-1555**.

When you call us, please explain the nature and history of the problem. We will try to promptly resolve your complaint. If we are unable to resolve your complaint, we will notify you that we are unable to do so and explain the reason why. If you are dissatisfied with the resolution of your complaint or we are unable to resolve your complaint, you may contact the local franchising authority at the address or telephone number located on your customer bill to discuss your complaint.

Thank you for your business!

Exhibit A

LOCATION	VERIZON AFFILIATE PROVIDING VIDEO SERVICE	VERIZON INTERNET SERVICE AFFILIATE PROVIDING EQUIPMENT
California	Verizon California Inc.	GTE. Net LLC (d/b/a Verizon Internet Solutions)
Florida	Verizon Florida LLC	GTE. Net LLC (d/b/a Verizon Internet Solutions)
Delaware	Verizon Delaware LLC	Verizon Internet Services Inc.
Indiana	Verizon North Inc.	GTE. Net LLC (d/b/a Verizon Internet Solutions)
Maryland	Verizon Maryland Inc.	Verizon Online — Maryland LLC
Massachusetts	Verizon New England Inc.	Verizon Internet Services Inc.
New Jersey	Verizon New Jersey Inc.	Verizon Online — New Jersey LLC
New York	Verizon New York Inc.	Verizon Internet Services Inc.
Oregon	Verizon Northwest Inc.	GTE. Net LLC (d/b/a Verizon Internet Solutions)
Pennsylvania	Verizon Pennsylvania Inc.	Verizon Online Pennsylvania Partnership
Rhode Island	Verizon New England Inc.	Verizon Internet Services Inc.
Texas	GTE Southwest Incorporated (d/b/a Verizon Southwest)	GTE. Net LLC (d/b/a Verizon Internet Solutions)
Virginia (with exception of areas listed below)	Verizon Virginia Inc.	Verizon Internet Services Inc.
Dumfries, Quantico and Prince Williams County, VA	Verizon South Inc.	Verizon Internet Services Inc.